

SOLICITATION

FINAL

1. SOLICITATION NO. N00024-16-R-3263		2. AMENDMENT NO. 1		3. EFFECTIVE DATE 11/30/2016		4. PURCHASE REQUEST NO. N66001-16-NR-55005	
5. ISSUED BY David M Roden SPAWAR Systems Center, Pacific 53560 Hull Street San Diego CA 92152-5001 david.rodan@navy.mil 619-553-2087		CODE N66001		6. ADMINISTERED BY		CODE	
7. CONTRACTOR		CODE		FACILITY		8. DELIVERY DATE See Section F	
						9. CLOSING DATE/TIME 12/08/2016 0900 (hours local time – Block 5 issuing office)	
						SET ASIDE TYPE SB Set-Aside	
						10. MAIL INVOICES TO See Section G	
11. SHIP TO See Section D				12. PAYMENT WILL BE MADE BY CODE			
13. TYPE OF ORDER	D	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.				
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.							
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED	
14. ACCOUNTING AND APPROPRIATION DATA See Section G							
15. ITEM NO.	16. SCHEDULE OF SUPPLIES/SERVICES			17. QUANTITY ORDERED/ACCEPTED*	18. UNIT	19. UNIT PRICE	20. AMOUNT
See the Following Pages							
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				21. UNITED STATES OF AMERICA By: CONTRACTING/ORDERING OFFICER			22. TOTAL
SECTION	DESCRIPTION			SECTION	DESCRIPTION		
B	SUPPLIES OR SERVICES AND PRICES/COSTS			H	SPECIAL CONTRACT REQUIREMENTS		
C	DESCRIPTION/SPECS/WORK STATEMENT			I	CONTRACT CLAUSES		
D	PACKAGING AND MARKING			J	LIST OF ATTACHMENTS		
E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS		
F	DELIVERIES OR PERFORMANCE			L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS		
G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD		

SOLICITATION NO. N00024-16-R-3263	AMENDMENT NO. 1	PAGE 2 of 4	FINAL
--------------------------------------	--------------------	----------------	-------

GENERAL INFORMATION

AMENDMENT 0001 Implements the following changes:

1. Replace Attachment No. 1 – Statement of Work (SOW) with Revision 1.

2. Revised “I-5 CLAUSES INCORPORATED BY REFERENCE” to be “I-6 CLAUSES INCORPORATED BY REFERENCE”.

3. Revised Section I to include the following:

I-6 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2017-O0001) (NOV 2016) (252.203-7995)

4. Revised Section K to include the following:

K-4 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (252.203-7994) (DEVIATION 2017-O0001) (NOV 2016)

5. Revised Section L, 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993), to include the following:

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor’s ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

6. Revised L-2(c)(3)(v)(E) to include the following:

If a subcontractor proposes a type other than CPFF, the Prime shall include a written justification and the basis on which the Prime finds the subcontractor's price as fair and reasonable.

7. Revised L-2(c)(4) Technical Proposal, by increasing the page limit from 13 to 14 pages maximum.

8. Revised L-2(c)(4) Factor 2, by increasing the page limit from 3 to 4 pages maximum.

9. Revise the second paragraph in M-1(e) as follows:

Changed from:

The purpose of evaluating provision 52.222-46 is to (a) assure that the offer's plan reflects a sound management approach and understanding of the contract requirements; (b) consider the impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation; (c) compensation levels proposed reflect a clear understanding of work to be performed and indicates the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives; and (d) assure salary rates or ranges take into account differences in skills, the complexity of various disciplines, and professional job difficulty.

Changed to:

The purpose of evaluating the total compensation plan setting forth salaries and fringe benefits as required by provision 52.222-46 is to (a) assure that the offer's plan reflects a sound management approach and understanding of the contract requirements; (b) consider the plan’s impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation; (c) assure compensation levels proposed reflect a clear understanding of work to be performed and indicates the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives; and (d) assure salary rates or ranges take into account differences in skills, the complexity of various disciplines, and professional job difficulty.

10. Revise M-1(e)(2) as follows:

SOLICITATION NO. N00024-16-R-3263	AMENDMENT NO. 1	PAGE 3 of 4	FINAL
--------------------------------------	--------------------	----------------	-------

Changed from:

Price analysis will be performed as defined in FAR 15.404-1(b)(2)(i) by comparing the evaluated/realistic total prices of offers received in response to this solicitation to establish price reasonableness. Additionally, proposed fee, direct labor escalation, and pass-through will be evaluated to ascertain whether the rates fall within the contractually specified maximum CAP rates.

Changed to:

Price analysis will be performed as defined in FAR 15.404-1(b). Additionally, proposed fee, direct labor escalation, and pass-through will be evaluated to ascertain whether the rates fall within the contractually specified maximum CAP rates.

11. Offerors are reminded that failure to submit a complete proposal may be considered non-responsive and rejected for further evaluation. A DETAILED COST NARRATIVE IS REQUIRED FROM PRIME AND SUBCONTRACTORS. See section L-2 for details of the proposal submission requirements.

12. THE CLOSING DATE FOR THIS SOLICITATION IS UNCHANGED.

BASIC

1. This **IS** a 100% Women-Owned Small Business (WOSB) Set-Aside. **Award will only be made to a WOSB concern** even though Block 9 of the cover page indicates a "SB Set-Aside".

2. This requirement will provide Security Support Services to SPAWAR Systems Center, Pacific (SSC Pacific).

3. This is a new requirement.

4. Offerors shall propose the direct labor hours in accordance with the labor mix stated in Section L-2(c)(3)(iii) of this solicitation. The labor mix is for bidding purposes only to establish an estimated cost for each year of the task order performance. The labor mix realized during the task order performance may vary from the mix set forth in Section L-2(c)(3)(iii). If the Offeror does NOT propose the total labor hours or labor mix set forth in Section L-2(c)(3)(iii), the Government will adjust the Offeror's proposed labor hours and labor mix to equal that provided herein.

5. Travel and Other Direct Costs (ODCs) will be non-fee bearing cost elements that must be proposed as specified in Section L-2(c)(3)(vi).

6. Offerors shall ensure that the prime contractor and all subcontractor cost proposals are submitted in accordance with the formats provided in the "Cost Proposal Format" spreadsheet, Attachment No. 8, using MS Excel format with formulas intact. Offerors shall ensure that the spreadsheets are fully accessible (no "Read-Only" or "PDF" files).

7. **Cover letters shall be provided by the offeror (prime) and all subcontractors.** Cover letters shall reference the solicitation number and acknowledge that the offeror is transmitting an offer in response to the solicitation. Cover letters shall identify all enclosures being transmitted as part of the proposal and shall include the Company, Address, Point of Contract with Telephone and Fax Number, E-mail Address, Contractor and Government Entity (CAGE) code, and DUNS number. Cover letters shall identify the Defense Contract Audit Agency (DCAA) branch office that is responsible for auditing the company (i.e., office where the company's financial records are kept) and shall provide the name, telephone number, and e-mail address of a DCAA Point of Contact who is familiar with the company. **Copies of the most current Forward Pricing Rate Agreement (FPRA) or DCAA audit report for the Offeror's Labor and Indirect Rates, shall be attached, if available. In order to be awarded a cost reimbursement contract, a contractor must have an adequate accounting system. Cover letters shall include the report number and date of the cognizant DCAA office's determination, if applicable, stating that the Offeror's accounting system is adequate for the accumulation, reporting, and billing of costs under a cost reimbursement contract (attach a copy of the report).** Cover letters shall state proposal validity through 180 days and shall provide a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation.

8. Offerors shall ensure that the percentage rates proposed for fixed fee, pass-through costs, and direct labor escalation are no greater than the CAP percentage rates specified in the offeror's basic IDIQ SeaPort contract. The prime

SOLICITATION NO. N00024-16-R-3263	AMENDMENT NO. 1	PAGE 4 of 4	FINAL
--------------------------------------	--------------------	----------------	-------

contractor's maximum fee rate shall flow down to all subcontractors/consultants included as part of the prime contractor's proposal.

9. The offeror's attention is directed to clauses contained in H-6, H-7, H-8, and H-9 relating to Organizational Conflict of Interest (OCI).

10. Offerors shall carefully review the final version of their cost proposal to ensure formulas properly reference the intended cells. Mathematical errors identified will result, at a minimum, in adjustment of the offeror's cost proposal during cost realism analysis and may render the proposal non-compliant with the RFP. Such errors do not give rise to an obligation on the Government's part to hold discussions.

11. THE CLOSING DATE FOR THIS SOLICITATION IS IDENTIFIED IN BLOCK 9 OF THE COVER PAGE.

SOLICITATION NO. N00024-16-R-3263	AMENDMENT NO. 1	PAGE 1 of 40	FINAL
--------------------------------------	--------------------	-----------------	-------

SECTION B SUPPLIES OR SERVICES AND PRICES

Offerors please complete.

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	Security Support Services (Fund Type - TBD)	1.0	LO			
7100	Option Year 1: Security Support Services (Fund Type - TBD)	1.0	LO			
	Option					
7200	Option Year 2: Security Support Services (Fund Type - TBD)	1.0	LO			
	Option					
7300	Option Year 3: Security Support Services (Fund Type - TBD)	1.0	LO			
	Option					
7400	Option Year 4: Security Support Services (Fund Type - TBD)	1.0	LO			
	Option					

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
9000	Other Direct Costs (Fund Type - TBD)	1.0	LO	
9100	Option Year 1: Other Direct Costs (Fund Type - TBD)	1.0	LO	
	Option			
9200	Option Year 2: Other Direct Costs (Fund Type - TBD)	1.0	LO	
	Option			
9300	Option Year 3: Other Direct Costs (Fund Type - TBD)	1.0	LO	
	Option			
9400	Option Year 4: Other Direct Costs (Fund Type - TBD)	1.0	LO	
	Option			

B-1 ADDITIONAL SLINS

Additional SLINs will be unilaterally created by the Contracting Officer during performance of this Task Order to accommodate the funding lines that will be provided under this Order.

B-2 OTHER DIRECT COSTS

The Government is specifically stating the anticipated Other Direct Costs (ODCs). The Government reserves the right to increase the ODC CLINs.

B-3 LEVEL OF EFFORT - FEE ADJUSTMENT FORMULA (MAR 1994) (5252.216-9204)

SOLICITATION NO. N00024-16-R-3263	AMENDMENT NO. 1	PAGE 2 of 40	FINAL
--------------------------------------	--------------------	-----------------	-------

(a) Subject to the provisions of the "Limitation of Cost" or "Limitation of Funds" clauses, it is hereby understood and agreed that the fixed fee is based upon the Contractor providing the below listed number of staff-hours of direct labor, hereinafter referred to as X, at the estimated cost and during the term of this contract specified elsewhere herein:

TABLE	CLIN	Total Staff-Hours of Direct Labor (X)
BASE YEAR	7000	57,200
OPTION 1	7100	57,200
OPTION 2	7200	57,200
OPTION 3	7300	57,200
OPTION 4	7400	57,200

The contractor agrees to provide the total level of effort specified above in performance of work described in Sections "B" and "C" of this contract. The total staff-hours of direct labor shall include subcontractor direct labor hours for those subcontractors identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total staff-hours of direct labor set forth above, it is estimated that 0 staff-hours are competitive time (uncompensated overtime). Competitive time (uncompensated overtime) is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no amount is indicated in the first sentence of this paragraph, competitive time (uncompensated overtime) effort performed by the contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as local travel from an employee's residence to their usual work location, uncompensated effort while on travel status, truncated lunch periods, or other time and effort which does not have a specific and direct contribution to the tasks described in Section B.

(d) It is understood and agreed that various conditions may exit prior to or upon expiration of the term of the contract, with regard to the expenditure of labor staff-hours and/or costs thereunder which may require adjustment to the aggregate fixed fee. The following actions shall be dictated by the existence of said conditions:

- (1) If the Contractor has provided X staff-hours, within the term, and has not exceeded the estimated cost then the Contracting Officer may require the Contractor to continue performance until the expiration of the term, or until the expenditure of the estimated cost of the contract except that, in the case of any items or tasks funded with O&M,N funds, except the "term" of performance shall not exceed a 12 month period. In no event shall the Contractor be required to provide more than 105% of X within the term and estimated cost of this contract. The fee shall remain as set forth in Section B.
- (2) If the Contractor expends the estimated cost of the contract, during the term of the contract and has provided less than X staff-hours, the Government may require the Contractor to continue performance, by providing cost growth funding, without adjusting the fixed fee, until such time as the Contractor has provided X staff-hours.
- (3) If the Contracting Officer does not elect to exercise the Government's rights as set forth in paragraph (d)(1) and (d)(2) above, and the Contractor has not expended more than 95% of X staff-hours, the fixed fee shall be equitably adjusted downward to reflect the diminution of work.
- (4) Nothing herein within the terms of the contract provision entitled "Limitation of Cost" or "Limitation of Funds" as they shall apply throughout the term of the contract, based upon the total amount of funding allotted to the contract during its specified term.

(e) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and DCAA office to which vouchers are submitted:

- (1) The total number of staff-ours of direct labor expended during the applicable period.
- (2) A breakdown of this total showing the number of staff-hours expended in each direct labor classification and associated dire t and indirect costs.
- (3) A breakdown of other costs incurred.
- (4) The Contractor's estimate of the total allowable cost incurred under the contract for the period.
- (5) The amount by which the estimated cost of this contract may be reduced to recover excess funds and the total amount of staff-hours not expended, if any.
- (6) A calculation of the appropriate fee reduction in accordance with this clause.

SOLICITATION NO. N00024-16-R-3263	AMENDMENT NO. 1	PAGE 3 of 40	FINAL
--------------------------------------	--------------------	-----------------	-------

All submissions required by this paragraph shall include subcontractor information, if any.

(f) SPECIAL INSTRUCTION TO THE PAYING OFFICE REGARDING WITHHELD FEE

Fees withheld pursuant to the provisions of this contract, such as the withholding provided by the "Allowable Cost and Payment" and "Fixed Fee" clauses, shall not be paid until the contract has been modified to reduce the fixed fee in accordance with paragraph (d) above, except that no such action is required if the total level of effort provided falls within the limits established in paragraph (d) above.

B-4 ALLOTMENT OF FUNDS (JAN 1989) (5252.232-9200)

(a) This contract is incrementally funded with respect to both cost and fee.

(b) The amounts presently available and allotted to this contract for payment of fee, as provided in the Section I clause of this contract entitled "Fixed Fee", are as follows:

ITEM(S) ALLOTTED TO FIXED FEE
SEE ATTACHMENT NO. 3: ALLOTMENT OF FUNDS

(c) The amounts presently available and allotted to this contract for payment of cost, subject to the Section I "Limitation of Funds" clause, the items covered thereby and the period of performance which it is estimated the allotted amount will cover are as follows:

ITEM(S) ALLOTTED TO COST PERIOD OF PERFORMANCE
SEE ATTACHMENT NO. 3: ALLOTMENT OF FUNDS

(d) The parties contemplate that the Government will allot additional amounts to this contract from time to time by unilateral contract modification, and any such modification shall state separately the amounts allotted for cost and for fee, the items covered thereby, and the period of performance the amounts are expected to cover.

SOLICITATION NO. N00024-16-R-3263	AMENDMENT NO. 1	PAGE 4 of 40	FINAL
--------------------------------------	--------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

C-1 SPECIFICATIONS/STATEMENT OF WORK

Work under this task order shall be performed in accordance with Attachment No. 1, Statement of Work (SOW) and Exhibit A, Contract Data Requirements List (CDRL).

C-2 SECURITY REQUIREMENTS (DEC 1999) (5252.204-9200)

The work to be performed under this contract as delineated in the DD Form 254, Attachment No. 2, involves access to and handling of classified material up to and including TOP SECRET with Sensitive Compartmented Information (SCI). In addition to the requirements of the FAR 52.204-2 "Security Requirements" clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the SPAWARSSCOM Security Officer.

C-3 CYBER SECURITY

The contractor must follow DoD instruction DFARS 252.239-7001 Information Assurance Contractor Training and Certification, in solicitations and contracts involving contractor performance of information assurance functions as described in DoD 8570.01-M and DFARS 239.7102-3 Information Assurance Contractor Training and Certification.

C-4 WORKWEEK ALTERNATE I (DEC 2013) (5252.222-9200)

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal workweek for Government employees at SPAWAR Systems Center Pacific (SSC Pacific) is Monday through Thursday 7:15 AM to 4:45 PM and Friday 7:15 AM to 3:45 PM with every other Friday a non-work day. Work at this Government installation, shall be performed by the contractor within the normal workweek unless differing hours are specified on the individual task orders. Following is a list of holidays observed by the Government:

<u>Name of Holiday</u>	<u>Time of Observance</u>
New Year's Day	1 January
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) If the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

(d) This contract does not allow for payment of overtime during the normal workweek for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours in a normal week period.

(e) NOTICE: All Contractor employees who make repeated deliveries to military installations shall obtain the required employee pass via the Navy Commercial Access Control System (NCACS) in order to gain access to the facility. Information about NCACS may be found at the following website:

SOLICITATION NO. N00024-16-R-3263	AMENDMENT NO. 1	PAGE 5 of 40	FINAL
--------------------------------------	--------------------	-----------------	-------

www.rapidgate.com

Contractor employees must be able to obtain a NCACS in accordance with base security requirements. Each employee shall wear the Government issued NCACS badge over the front of the outer clothing. When an employee leaves the Contractor's employ, the employee's NCACS pass shall be returned to the Contracting Officer's Representative or the base Badge and Pass Office within five (5) calendar days.

Contractors who do not have a NCACS or Common Access Card (CAC) must be issued a one-day pass daily at the Badge and Pass Office. Issuance of a CAC requires the need for physical access to the installation and logical access to government owned computer systems.

(f) Periodically the Government may conduct Anti-Terrorism Force Protection (AT/FP) and/or safety security exercises which may require the Contractor to adjust its work schedule and/or place of performance to accommodate execution of the exercise. The Contractor will be required to work with its Government point of contact to adjust work schedules and/or place of performance in the case of an exercise that causes disruption of normally scheduled work hours, or disruption of access to a government facility. The contract does not allow for payment of work if schedules cannot be adjusted and/or the work cannot be executed remotely (i.e., the contractor's facility or alternate non-impacted location), during an exercise when government facilities are inaccessible.

(End of clause)

C-5 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES

(a) Pursuant to Navy policy applicable to both Government and contractor personnel, measures will be taken to prevent the introduction and utilization of illegal drugs and related paraphernalia into Government Work areas.

(b) In furtherance of the Navy's drug control program, unannounced periodic inspections of the following nature may be conducted by installation security authorities:

- (1) Routine inspection of contractor occupied work spaces.
- (2) Random inspections of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs.
- (3) Random inspections of personnel possessions on entry or exit from the installation.

(c) When there is probable cause to believe that a contractor employee on board a naval installation has been engaged in use, possession or trafficking of drugs, the installation authorities may detain said employee until the employee can be removed from the installation, or can be released to the local authorities having jurisdiction.

(d) Trafficking in illegal drug and drug paraphernalia by contract employees while on a military vessel/installation may lead to possible withdrawal or downgrading of security clearance, and/or referral for prosecution by appropriate law enforcement authorities.

(e) The contractor is responsible for the conduct of employees performing work under this contract and is, therefore, responsible to assure that employees are notified of these provisions prior to assignment.

(f) The removal of contractor personnel from a Government vessel or installation as a result of the drug offenses shall not be cause for excusable delay, nor shall such action be deemed a basis for an equitable adjustment to price, delivery or other provisions of this contract.

C-6 LIABILITY INSURANCE -- COST TYPE CONTRACT (OCT 2001) (5252.228-9201)

(a) The following types of insurance are required in accordance with the FAR clause 52.228-7 "Insurance Liability to Third Persons" and shall be maintained in the minimum amounts shown:

- (1) Workers' compensation and employers' liability: minimum of \$100,000
- (2) Comprehensive general liability: \$500,000
- (3) Automobile liability: \$200,000 per person
\$500,000 per occurrence
\$20,000 per occurrence for property damage

(b) When requested by the Contracting Officer, the contractor shall furnish to the Contracting Officer a certificate or

SOLICITATION NO. N00024-16-R-3263	AMENDMENT NO. 1	PAGE 6 of 40	FINAL
--------------------------------------	--------------------	-----------------	-------

written statement of insurance. The written statement of insurance must contain the following information: policy number, policyholder, carrier, amount of coverage, dates of effectiveness (i.e., performance period), and contract number. The contract number shall be cited on the certificate of insurance.

SOLICITATION NO. N00024-16-R-3263	AMENDMENT NO. 1	PAGE 7 of 40	FINAL
--------------------------------------	--------------------	-----------------	-------

SECTION D PACKAGING AND MARKING

See Clause G-4 Contracting Officer's Representative (COR).

SOLICITATION NO. N00024-16-R-3263	AMENDMENT NO. 1	PAGE 8 of 40	FINAL
--------------------------------------	--------------------	-----------------	-------

SECTION E INSPECTION AND ACCEPTANCE

E-1 INSPECTION AND ACCEPTANCE--DESTINATION (JAN 2002)

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the Contracting Officer's Representative (COR) or his/her duly authorized representative.

SOLICITATION NO. N00024-16-R-3263	AMENDMENT NO. 1	PAGE 9 of 40	FINAL
--------------------------------------	--------------------	-----------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

F-1 PERIODS OF PERFORMANCE (DEC 1999)

The Contractor shall perform the work described in SECTION C and Attachment 1, at the level of effort specified in SECTION B, as follows:

The estimated period of performance for the following Items are as follows:

7000 3/23/2017 - 3/22/2018
9000 3/23/2017 - 3/22/2018

The estimated periods of performance for the following Option Items are as follows:

7100 3/23/2018 - 3/22/2019
7200 3/23/2019 - 3/22/2020
7300 3/23/2020 - 3/22/2021
7400 3/23/2021 - 3/22/2022
9100 3/23/2018 - 3/22/2019
9200 3/23/2019 - 3/22/2020
9300 3/23/2020 - 3/22/2021
9400 3/23/2021 - 3/22/2022

The above period(s) of performance for the option(s) to extend the term of the task order shall apply only if the Government exercises the option(s) as stated in Section B in accordance with the basic contract clause at FAR 52.217-8 "Option to Extend Services" or FAR 52.217-9 "Option to Extend the Term of the Contract."

Any option CLIN period of performance which extends past the current period of performance of the basic contract is only valid to the extent that the basic contract period of performance is extended.

SOLICITATION NO. N00024-16-R-3263	AMENDMENT NO. 1	PAGE 10 of 40	FINAL
--------------------------------------	--------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

252.204-0006 Line Specific: Proration (Sep 2009)

The payment office shall make payment from each ACRN in the same proration as the amount of funding currently unliquidated for each ACRN.

G-1 TYPE OF CONTRACT (DEC 1999) (5252.216-9210)

This is a cost-plus-fixed-fee (CPFF) Level-of-Effort (LOE) task order.

G-2 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013) (252.232-7006)

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

- (1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and
- (2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

- (1) Document type. The Contractor shall use the following document type(s).

Cost Voucher (FAR 52.216-7; 52.216-13; 52.216-14; 52.232-7)

- (2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Not Applicable

- (3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table

Field Name in WAWF	Data to be entered in WAWF
--------------------	----------------------------

SOLICITATION NO. N00024-16-R-3263	AMENDMENT NO. 1	PAGE 11 of 40	FINAL
--------------------------------------	--------------------	------------------	-------

Pay Official DoDAAC	See Block 15 of DD1155
Issue By DoDAAC	N66001
Admin DoDAAC	See Block 7 of DD1155
Inspect By DoDAAC	N66001
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N66001
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	TBD
Other DoDAAC(s)	N/A

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system. Please provide notification to the e-mail address listed in Section G-5.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Not Applicable

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

SUPPLEMENTAL WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS

(a) The following Wide Area WorkFlow (WAWF) payment instructions supplement DFARS Clause 252.232-7006 (G-3).

(b) Interim Voucher costs are to be broken down in a clear and logical manner with fully burdened cost information (inclusive of fee). Cost information shall include identification of: 1) all labor categories and individuals utilized during the billing period; 2) number of hours and fully burdened hourly labor rates (including fee) per individual*; 3) material (consumable and non-consumables) description and fully burdened costs, separated by type; 4) fully burdened travel costs itemized by trip, date and individual; 5) other fully burdened direct costs not separately identified; e.g., reproduction, cell phones, equipment rentals, etc.; 6) subcontractor costs itemized with the same level of detail; and 7) average actual hourly labor rates (total actual fully burdened labor cost/total # hrs performed).

*In lieu of providing names of individuals, you may choose to assign an "employee code" to each individual. If the aforementioned methodology is chosen the Contracting Officer may require an employee matrix mapping the employee codes to an individual name. Attachments created with any Microsoft Office product or Adobe (.pdf files) are to be attached to the invoice in WAWF. The total size limit for files per invoice in WAWF is 5 megabytes. A separate copy of the invoice with back-up documentation shall be emailed to the COR/TOM.

(c) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but will submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable cost back-up documentation supporting payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF shall also be provided to each point of contact identified in section (g) of DFARS clause 252.232-7006 by email. If the invoice and/or receiving report are delivered in the email as an attachment it must be provided as an Adobe (.pdf file), Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.

SOLICITATION NO. N00024-16-R-3263	AMENDMENT NO. 1	PAGE 12 of 40	FINAL
--------------------------------------	--------------------	------------------	-------

(d) A separate invoice will be prepared no more frequently than for every two weeks. Do not combine the payment claims for services provided under this contract.

(e) In accordance with DFARS 204.7104-1 Informational subline item numbers (e.g., 000101, 000102, etc) shall not be priced separately for payment purposes. Therefore, you are reminded to bill at the CLIN level using the applicable ACRN, e.g., AA, AB, AC, etc. DFAS will reject invoices that contain informational subline items.

G-3 ACTIVITY OMBUDSMAN

The SPAWAR Systems Center Pacific Ombudsman for this Task Order is:

Name: Sharon Pritchard

Code: 20000

Address: 53560 Hull Street, San Diego CA 92152

Phone: (619) 553-4492

E-Mail: sharon.pritchard@navy.mil

G-4 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The SPAWAR Contracting Officer's Representative for this Task Order:

Name: TBD

Code:

Address:

Phone:

Email:

SOLICITATION NO. N00024-16-R-3263	AMENDMENT NO. 1	PAGE 13 of 40	FINAL
--------------------------------------	--------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

H-1 SEGREGATION OF COSTS (DEC 2003) (5252.232-9206)

(a) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date, by line item, task or subtask.

(b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section G, Accounting Data. Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.

(c) Except when payment requests are submitted electronically as specified in the clause at DFARS 252.232-7003, Electronic Submission of Payment Requests, one copy of each invoice or voucher will be provided, at the time of submission to DCAA, to the Task Order Manager.

H-2 DATA RIGHTS

The Data Rights clause in the basic contract is invoked for this task order.

H-3 CONTRACTOR PICTURE BADGE (JUL 2013) (5252.204-9202)

(a) A contractor picture badge may be issued to contractor personnel by the SPAWARSSYSCOM Security Office upon receipt of a valid visit request from the Contractor and a picture badge request from the COR. A list of personnel requiring picture badges must be provided to the COR to verify that the contract or delivery/task order authorizes performance at SPAWARSSYSCOM prior to completion of the picture badge request.

(b) The contractor assumes full responsibility for the proper use of the identification badge and shall be responsible for the return of the badge upon termination of personnel or expiration or completion of the task order.

(c) At the completion of the task order, the contractor shall forward to SPAWARSSYSCOM Security Office a list of all unreturned badges with a written explanation of any missing badges. SSC Pacific Security Office <http://www.public.navy.mil/spawar/pacific/visitorinformation.aspx>.

H-4 CONTRACTOR IDENTIFICATION (DEC 1999) (5252.237-9602)

(a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.

(b) Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with Government personnel by telephone or other electronic means.

H-5 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (APRIL 2010) (5252.227-9207)

(a) Definition.

“Confidential Business Information,” (Information) as used in this clause, is defined as all forms and types of financial, business, economic or other types of information other than technical data or computer software/computer software documentation, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such Information secret, and (2) the Information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Information does not include technical data, as that term is defined in DFARS 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). Similarly, Information does not include computer software/computer software documentation, as those terms are defined in DFARS 252.227-7014(a)(4) and 252.227-7018(a)(4).

(b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR support contractors and their subcontractors Information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Information that would ordinarily be entitled to confidential treatment

SOLICITATION NO. N00024-16-R-3263	AMENDMENT NO. 1	PAGE 14 of 40	FINAL
--------------------------------------	--------------------	------------------	-------

may be included in the Information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its Information, but only for purposes as described in paragraph (c) of this clause.

(c) Circumstances where SPAWAR may release the contractor's or subcontractors' Information include the following:

- (1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing Information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout; and,
- (2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.

(d) SPAWAR recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such Information. SPAWAR will permit the limited release of Information under paragraphs (c)(1) and (c)(2) only under the following conditions:

- (1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1) and (c)(2);
- (2) Access to Information is restricted to individuals with a bona fide need to possess;
- (3) Contractors and their subcontractors having access to Information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to the Information that would be provided by SPAWAR employees. Such contract terms or separate corporate non-disclosure agreement shall require the contractors and subcontractors to train their employees on how to properly handle the Information to which they will have access, and to have their employees sign company non disclosure agreements certifying that they understand the sensitive nature of the Information and that unauthorized use of the Information could expose their company to significant liability. Copies of such employee non disclosure agreements shall be provided to the Government;
- (4) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1) or (c)(2) have agreed under their contract or a separate non-disclosure agreement to not use the Information for any purpose other than performing the tasks described in paragraphs (c)(1) and (c)(2); and,
- (5) Before releasing the Information to a non-Government person to perform the tasks described in paragraphs (c)(1) and (c)(2), SPAWAR shall provide the contractor a list of the company names to which access is being granted, along with a Point of Contact for those entities.

(e) SPAWAR's responsibilities under the Freedom of Information Act are not affected by this clause.

(f) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of Information.

H-6 RELEASE OF PLANNING, PROGRAMMING, AND BUDGETING SYSTEM (PPBS) DATA

(a) As defined in this clause, "Planning, Programming and Budgeting System (PPBS) data" includes, but is not limited to, one or more of the following:

- (1) Planning phase.
- (2) Defense Planning Guidance.
- (3) Programming Phase.
- (4) Fiscal Guidance (when separate from Defense Planning guidance).
- (5) Program Objective Memoranda.
- (6) Port Defense Program (formerly FYDP) documents (POM Defense Program, Procurement Annex, RDT&E Annex).
- (7) Program review Proposals.
- (8) Issue Papers (also referred to as Major Issue Papers, Tier II Issue Papers, Cover Briefs).
- (9) Proposed Military Department Program Reductions (or Program Offsets).
- (10) Tentative Issue Decision Memoranda.
- (11) Program Decision Memoranda.
- (12) Budgeting Phase.
- (13) Defense Program (formerly FYDP) documents for September Budget Estimate Submission and President's Budget Estimate submission including Procurement, RTD&E and Construction Annexes).

SOLICITATION NO. N00024-16-R-3263	AMENDMENT NO. 1	PAGE 15 of 40	FINAL
--------------------------------------	--------------------	------------------	-------

- (14) Classified P1, R1 and C1.
- (15) Program Budget Decisions and Defense Management Report Decisions.
- (16) Reports Generated by the Automated Budget Review System (BRS).
- (17) DD 1414 Base for Reprogramming.
- (18) DD 1416 Report of Programs.
- (19) Contract Award Reports.
- (20) Congressional Data Sheets.
- (21) Any other data or information identified by the Government as PPBS data or information.

This definition includes all such documentation (whether published or unpublished), and equivalent published or unpublished PPBS data in whatever form produced and maintained by any service component.

(b) The Contractor hereby agrees that it will not divulge any Planning, Programming and Budgeting System (PPBS) data made available to it under this contract to any individual (including other members of the contractor's organization), company or Government representative, unless specific written authorization is received from the Contracting Officer. The Contractor also agrees that it will promptly notify the Contracting Officer of any attempt by any individual (including other members of the contractor's organization), company or Government representative to gain access to such PPBS data. Such notification shall include the name and organization, if available, of the individual (including other members of the contractor's organization), company or Government representative.

(c) Within fourteen calendar days of contract award, the Contractor shall submit to the Contracting Officer a statement describing the Contractor, its parent company, and subsidiaries (if any), and any financial interest they have in current or future systems and services being acquired by the Navy.

(d) The Contractor shall require that all employees who have access to such data execute the following "STATEMENT OF NONDISCLOSURE OF PPBS DATA," and submit these nondisclosure statements to the Contracting Officer prior to granting access to PPBS data to such employees:

STATEMENT OF NONDISCLOSURE OF PPBS DATA

I will not divulge Planning, Programming and Budgeting System (PPBS) Information available to me through Task Order (INSERT NUMBER) as the term PPBS is defined in Clause H-6 of that task order to anyone, including other employees of my corporation, without specific written authorization from the Contracting Officer.

This restriction applies not only to information from PPBS documents, published or unpublished, but also to equivalent published or unpublished budget data in whatever form produced and maintained by the service components

SIGNATURE _____

TYPED NAME _____

DATE _____

(e) In the event the Contractor, or any of its employees, agents, or subcontractors (or their employees, agents or subcontractors), fail to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the contract for which the Government reserves the right to avail itself of any or all of the following remedies:

- (1) Terminate the contract for default in accordance with FAR § 52.249-6 ("Termination (Cost-Reimbursement)")(SEP 1996) or FAR § 52.249-8 ("Default (Fixed-Price Supply and Service")
- (2) Include a discussion of such failure to comply with this clause in any evaluation by the Government of the Contractor's performance of this contract created pursuant to FAR 42.15.
- (3) resort to such other rights and remedies as provided for under this contract and under Federal law. Waiver of such rights by the Government for noncompliance shall not be construed as waiver for any successive noncompliance.

(f) Any subcontractor who is granted access to PPBS data shall be subject to the restrictions stated in subparagraphs (a) through (e) above. The Contractor shall notify the subcontractor that it is so subject. The Contractor agrees that the requirements of this clause shall be inserted in all subcontracts such that the restriction on disclosure of PPBS data shall apply to all subcontractors at any tier.

SOLICITATION NO. N00024-16-R-3263	AMENDMENT NO. 1	PAGE 16 of 40	FINAL
--------------------------------------	--------------------	------------------	-------

H-7 ORGANIZATIONAL CONFLICT OF INTEREST (ACCESS TO PROPRIETARY INFORMATION) (DEC 1999) (5252.209-9203)

(a) This contract provides for the Contractor to provide technical evaluation and/or advisory and assistance services in support of SSC Pacific Codes 833 and 87 Security Support. The parties recognize that by the Contractor providing this support a potential conflict of interest arises as described by FAR 9.505-3 and FAR 9.505-4.

(b) For the purpose of this clause, the term “contractor” means the contractor, its subsidiaries and affiliates, joint ventures involving the contractor, any entity with which the contractor may hereafter merge or affiliate, and any other successor or assignee of the contractor.

(c) The Contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, which obligates the Contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreements to the Contracting Officer. The Contractor further agrees that such proprietary data shall not be used in performing additional work for the Department of Defense in the same field as work performed under this contract whether as a prime, consultant or subcontractor at any tier.

(d) The contractor shall, within 15 days after the effective date of this contract, provide, in writing, to the Contracting Officer, a representation that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this clause. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(e) The Contractor further agrees that it will not perform technical evaluations as described in the SOW for any product it has designed, developed, or manufactured in whole or in part. The Contractor further agrees to notify the Contracting Officer should it be tasked to conduct such technical evaluations on such products and to take no action unless directed to do so by the Contracting Officer.

(f) The Contractor acknowledges the full force and effect of this clause. It agrees to be bound by its terms and conditions and understands that violation of this clause may, in the judgment of the Contracting Officer, be cause for Termination for Default under FAR 52.249-6. The Contractor also acknowledges that this does not represent the sole and exclusive remedy available to the government in the event the Contractor breaches this or any other Organizational Conflict of Interest clause.

(End of clause)

H-8 ORGANIZATIONAL CONFLICT OF INTEREST (DEC 2004) (5252.209-9205)

(a) Definition.

“Support Services” includes, but is not limited to, program management support services, preparing program budget submissions, business financial reporting or accounting services or, advisory and assistance services including consultant services

(b) The Contracting Officer has determined that potentially significant organizational conflicts of interest may arise due to the nature of the work the Contractor will perform under this contract that may preclude the Contractor from being awarded future SPAWAR contracts in a related area. Whereas the Contractor has agreed to undertake this contract to provide “support services”, it is agreed that the Contractor shall be ineligible to act as a prime contractor, consultant, or subcontractor to any prime contractor or subcontractor at any tier who is to supply the services, system or major components thereof for any project where the Contractor has provided or is providing support as described in FAR 9.505-1 through 9.505-4. The Contracting Officer may make a determination to allow a company to participate in an acquisition subject to the submission of an acceptable mitigation plan in accordance with paragraph (d) and (e) below. This determination may not be appealed.

(c) (1) If the Contracting Officer requests, and the Contractor submits an organizational conflict of interest mitigation plan that, after Government review is acceptable to the Government, the Contractor’s parent corporation, subsidiaries, or other physically separate profit and loss centers may not be precluded from acting as a subcontractor or consultant on future SPAWAR contracts. The Government’s determination regarding the adequacy of the mitigation plan or the possibility of mitigation are unilateral decisions made solely at the discretion of the

SOLICITATION NO. N00024-16-R-3263	AMENDMENT NO. 1	PAGE 17 of 40	FINAL
--------------------------------------	--------------------	------------------	-------

Government and are not subject to the Disputes clause of the contract. The Government may terminate the contract for default if the Contractor fails to implement and follow the procedures contained in any approved mitigation plan.

(2) Any mitigation plan shall include, at a minimum, non-disclosure agreements to be executed by the Contractor and the Contractor's employees supporting the Government per paragraph (c) above. Items for consideration in a mitigation plan include the following: identification of the organizational conflict(s) of interest; reporting and tracking system; an organizational conflict of interest compliance/enforcement plan, to include employee training and sanctions, in the event of unauthorized disclosure of sensitive information; a plan for organizational segregation (e.g., separate reporting chains); and data security measures.

(d) These restrictions shall apply to **[Contracting Officer insert the company name upon award of the contract]**. This clause shall remain in effect for one year after completion of this contract.

(e) The Contractor shall apply this clause to any subcontractors or consultants, who have access to information, participate in the development of data, or participate in any other activity related to this contract which is subject to terms of this clause at the prime contractor level, unless the Contractor includes an acceptable alternate subcontractor provision in its mitigation plan. For subcontractors or consultants under this contract, if an organizational conflict of interest mitigation plan is submitted and acceptable to the Government, the subcontractor's parent corporation, subsidiaries, or other physically separate profit and loss centers may not be precluded from acting as a prime, subcontractor, or consultant on future SPAWAR contracts.

H-9 H C-2-0037, ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

The Organizational Conflict of interest clause included in the Offeror's basic SeaPort-e contract will be invoked in the task order.

H-10 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18. NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27, NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBA's 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

H-11 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006) (5252.231-9200 -ALTERNATE II SEP 2001)

(a) Contractor Request and Government Approval of Travel

Any travel under this contract must be specifically requested in writing, by the contractor prior to incurring any travel costs. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR). The request shall include as a minimum, the following:

- (1) Contract number
- (2) Date, time, and place of proposed travel
- (3) Purpose of travel and how it relates to the contract
- (4) Contractor's estimated cost of travel
- (5) Name(s) of individual(s) traveling and;
- (6) A breakdown of estimated travel and per diem charges.

The contractor shall submit the travel request in writing to the Contracting Officer's Representative (COR). The COR shall review and approve/disapprove (as appropriate) all travel requests submitted giving written notice of such approval or disapproval to the contractor.

SOLICITATION NO. N00024-16-R-3263	AMENDMENT NO. 1	PAGE 18 of 40	FINAL
--------------------------------------	--------------------	------------------	-------

(b) General

(1) The costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the work under this contract. The costs for travel, subsistence, and lodging shall be reimbursed to the contractor in accordance with the Federal Acquisition Regulation (FAR) 31.205-46, which is incorporated by reference into this contract. As specified in FAR 31.205-46(a) (2), reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs (b)(1)(i) through (b)(1)(iii) below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:

- (i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;
- (ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or
- (iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

(2) Personnel in travel status from and to the contractor's place of business and designated work site or vice versa, shall be considered to be performing work under the contract, and contractor shall bill such travel time at the straight (regular) time rate; however, such billing shall not exceed eight hours per person for any one person while in travel status during one calendar day.

(c) Per Diem

- (1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor's home facility and at any facility required by the contract, or at any location within a radius of 50 miles from the contractor's home facility and any facility required by this contract.
- (2) Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is necessary and authorized in writing by the Government for performance of the work under this contract per paragraph (a). When authorized, per diem shall be paid by the contractor to its employees at a rate not to exceed the rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and authorized in writing by the Government. The authorized per diem rate shall be the same as the prevailing locality per diem rate.
- (3) Reimbursement to the contractor for per diem shall be limited to payments to employees not to exceed the authorized per diem and as authorized in writing by the Government per paragraph (a). Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. The departure day from the Permanent Duty Station (PDS) and return day to the PDS shall be 75% of the applicable per diem rate. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.216-7 "Allowable Cost and Payment" clause of the contract.

(d) Transportation

- (1) The contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the contract and is authorized in writing by the Government per paragraph (a).
- (2) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.
- (3) When transportation by privately owned conveyance (POC) is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government per paragraph (a).
- (4) When transportation by privately owned (motor) vehicle (POV) is authorized, required travel of contractor personnel, that is not commuting travel, may be paid to the extent that it exceeds the normal commuting mileage of

SOLICITATION NO. N00024-16-R-3263	AMENDMENT NO. 1	PAGE 19 of 40	FINAL
--------------------------------------	--------------------	------------------	-------

such employee. When an employee's POV is used for travel between an employee's residence or the Permanent Duty Station and one or more alternate work sites within the local area, the employee shall be paid mileage for the distance that exceeds the employee's commuting distance.

(5) When transportation by a rental automobile, other special conveyance or public conveyance is authorized, the contractor shall be paid the rental and/or hiring charge and operating expenses incurred on official business (if not included in the rental or hiring charge). When the operating expenses are included in the rental or hiring charge, there should be a record of those expenses available to submit with the receipt. Examples of such operating expenses include: hiring charge (bus, streetcar or subway fares), gasoline and oil, parking, and tunnel tolls.

(6) Definitions:

(i) "Permanent Duty Station" (PDS) is the location of the employee's permanent work assignment (i.e., the building or other place where the employee regularly reports for work.

(ii) "Privately Owned Conveyance" (POC) is any transportation mode used for the movement of persons from place to place, other than a Government conveyance or common carrier, including a conveyance loaned for a charge to, or rented at personal expense by, an employee for transportation while on travel when such rental conveyance has not been authorized/approved as a Special Conveyance.

(iii) "Privately Owned (Motor) Vehicle (POV)" is any motor vehicle (including an automobile, light truck, van or pickup truck) owned by, or on a long-term lease (12 or more months) to, an employee or that employee's dependent for the primary purpose of providing personal transportation, that:

(a) is self-propelled and licensed to travel on the public highways;

(b) is designed to carry passengers or goods; and

(c) has four or more wheels or is a motorcycle or moped.

(iv) "Special Conveyance" is commercially rented or hired vehicles other than a POC and other than those owned or under contract to an agency.

(v) "Public Conveyance" is local public transportation (e.g., bus, streetcar, subway, etc) or taxicab.

(iv) "Residence" is the fixed or permanent domicile of a person that can be reasonably justified as a bona fide residence.

EXAMPLE 1: Employee's one way commuting distance to regular place of work is 7 miles. Employee drives from residence to an alternate work site, a distance of 18 miles. Upon completion of work, employee returns to residence, a distance of 18 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (14 miles). The employee is reimbursed for 22 miles ($18 + 18 - 14 = 22$).

EXAMPLE 2: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives from residence to an alternate work site, a distance of 5 miles. Upon completion of work, employee returns to residence, a distance of 5 miles.

In this case, the employee is not entitled to be reimbursed for the travel performed (10 miles), since the distance traveled is less than the commuting distance (30 miles) to the regular place of work.

EXAMPLE 3: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives to regular place of work. Employee is required to travel to an alternate work site, a distance of 30 miles. Upon completion of work, employee returns to residence, a distance of 15 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (30 miles). The employee is reimbursed for 30 miles ($15 + 30 + 15 - 30 = 30$).

EXAMPLE 4: Employee's one way commuting distance to regular place of work is 12 miles. In the morning the employee drives to an alternate work site (45 miles). In the afternoon the employee returns to the regular place of work (67 miles). After completion of work, employee returns to residence, a distance of 12 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (24 miles). The employee is reimbursed for 100 miles ($45 + 67 + 12 - 24 = 100$).

EXAMPLE 5: Employee's one way commuting distance to regular place of work is 35 miles. Employee drives to the regular place of work (35 miles). Later, the employee drives to alternate work site #1 (50 miles) and then to alternate work site #2 (25 miles). Employee then drives to residence (10 miles).

SOLICITATION NO. N00024-16-R-3263	AMENDMENT NO. 1	PAGE 20 of 40	FINAL
--------------------------------------	--------------------	------------------	-------

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal commuting distance (70 miles). The employee is reimbursed for 50 miles (35 + 50 + 25 + 10 - 70 = 50).

EXAMPLE 6: Employee's one way commuting distance to regular place of work is 20 miles. Employee drives to the regular place of work (20 miles). Later, the employee drives to alternate work site #1 (10 miles) and then to alternate work site #2 (5 miles). Employee then drives to residence (2 miles).

In this case, the employee is not entitled to be reimbursed for the travel performed (37 miles), since the distance traveled is less than the commuting distance (40 miles) to the regular place of work.

H-12 REQUIRED INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING GOVERNMENT INFORMATION SYSTEMS AND NONPUBLIC INFORMATION (AUG 2011) (5252.237-9603)

(a) Definition. As used in this clause, "sensitive information" includes:

- (i) All types and forms of confidential business information, including financial information relating to a contractor's pricing, rates, or costs, and program information relating to current or estimated budgets or schedules;
- (ii) Source selection information, including bid and proposal information as defined in FAR 2.101 and FAR 3.104-4, and other information prohibited from disclosure by the Procurement Integrity Act (41 USC 423);
- (iii) Information properly marked as "business confidential," "proprietary," "procurement sensitive," "source selection sensitive," or other similar markings;
- (iv) Other information designated as sensitive by the Space and Naval Warfare Systems Command (SPAWAR).

(b) In the performance of the contract, the Contractor may receive or have access to information, including information in Government Information Systems and secure websites. Accessed information may include "sensitive information" or other information not previously made available to the public that would be competitively useful on current or future related procurements.

(c) Contractors are obligated to protect and safeguard from unauthorized disclosure all sensitive information to which they receive access in the performance of the contract, whether the information comes from the Government or from third parties. The Contractor shall—

- (i) Utilize accessed information and limit access to authorized users only for the purposes of performing the services as required by the contract, and not for any other purpose unless authorized;
- (ii) Safeguard accessed information from unauthorized use and disclosure, and not discuss, divulge, or disclose any accessed information to any person or entity except those persons authorized to receive the information as required by the contract or as authorized by Federal statute, law, or regulation;
- (iii) Inform authorized users requiring access in the performance of the contract regarding their obligation to utilize information only for the purposes specified in the contract and to safeguard information from unauthorized use and disclosure.
- (iv) Execute a "Contractor Access to Information Non-Disclosure Agreement," and obtain and submit to the Contracting Officer a signed "Contractor Employee Access to Information Non-Disclosure Agreement" for each employee prior to assignment;
- (v) Notify the Contracting Officer in writing of any violation of the requirements in (i) through (iv) above as soon as the violation is identified, no later than 24 hours. The notice shall include a description of the violation and the proposed actions to be taken, and shall include the business organization, other entity, or individual to whom the information was divulged.

(d) In the event that the Contractor inadvertently accesses or receives any information marked as "proprietary," "procurement sensitive," or "source selection sensitive," or that, even if not properly marked otherwise indicates the Contractor may not be authorized to access such information, the Contractor shall (i) Notify the Contracting Officer; and (ii) Refrain from any further access until authorized in writing by the Contracting Officer.

(e) The requirements of this clause are in addition to any existing or subsequent Organizational Conflicts of Interest (OCI) requirements which may also be included in the contract, and are in addition to any personnel security or Information Assurance requirements, including Systems Authorization Access Request (SAAR-N), DD Form 2875, Annual Information Assurance (IA) training certificate, SF85P, or other forms that may be required for access to Government Information Systems.

SOLICITATION NO. N00024-16-R-3263	AMENDMENT NO. 1	PAGE 21 of 40	FINAL
--------------------------------------	--------------------	------------------	-------

(f) Subcontracts. The Contractor shall insert paragraphs (a) through (f) of this clause in all subcontracts that may require access to sensitive information in the performance of the contract.

Mitigation Plan. If requested by the Contracting Officer, the contractor shall submit, within 45 calendar days following execution of the "Contractor Non-Disclosure Agreement," a mitigation plan for Government approval, which shall be incorporated into the contract. At a minimum, the mitigation plan shall identify the Contractor's plan to implement the requirements of paragraph (c) above and shall include the use of a firewall to separate Contractor personnel requiring access to information in the performance of the contract from other Contractor personnel to ensure that the Contractor does not obtain any unfair competitive advantage with respect to any future Government requirements due to unequal access to information. A "firewall" may consist of organizational and physical separation; facility and workspace access restrictions; information system access restrictions; and other data security measures identified, as appropriate. The Contractor shall respond promptly to all inquiries regarding the mitigation plan. Failure to resolve any outstanding issues or obtain approval of the mitigation plan within 45 calendar days of its submission may result, at a minimum, in rejection of the plan and removal of any system access.

SOLICITATION NO. N00024-16-R-3263	AMENDMENT NO. 1	PAGE 22 of 40	FINAL
--------------------------------------	--------------------	------------------	-------

SECTION I CONTRACT CLAUSES

I-1 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2008)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

I-2 SUBCONTRACTS (FAR 52.244-2) (JUN 2007)

(a) Definitions. As used in this clause -

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) and (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that -

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds -

(i) For a contract awarded by the Department of Defense, the Coast Guard or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing the following contracts: Notwithstanding the language contained in paragraph (c), written consent from the Contracting Officer is required prior to entering into any subcontract over the simplified acquisition threshold that was not initially proposed.

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor’s current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other provisions of this contract.

(vi) The subcontractor’s Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

SOLICITATION NO. N00024-16-R-3263	AMENDMENT NO. 1	PAGE 23 of 40	FINAL
--------------------------------------	--------------------	------------------	-------

(vii) A negotiation memorandum reflecting –

- (A) The principal elements of the subcontract price negotiations;
- (B) The most significant considerations controlling establishment of initial or revised prices;
- (C) The reason cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
- (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant differences between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination –

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

[List of subcontractors (by Full Name) that were included in the technical and cost proposal]

Alternate I

(e)(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c) or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.

I-3 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29

SOLICITATION NO. N00024-16-R-3263	AMENDMENT NO. 1	PAGE 24 of 40	FINAL
--------------------------------------	--------------------	------------------	-------

CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:
It is not a Wage Determination*

Employee Class	Monetary Wage -- Fringe Benefits
Computer Operator III	\$21.22
Computer Operator IV	\$23.58
Computer Operator V	\$26.11

(End of clause)

I-4 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEV 2016-O0003) (OCT 2015) (252.203-7997)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department of agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or that other form issued by a Federal department of agency governing the nondisclosure of classified information.

(d) (1) Use of funds appropriated (or otherwise made available) by the Continuing Appropriations Act, 2016 (Pub. L. 114-53) or any other FY 2016 Appropriations act that extends to FY 2016 funds the same prohibition as contained in sections 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub L. 113-235) may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

I-5 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2017-O0001) (NOV 2016) (252.203-7995)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) Use of funds appropriated (or otherwise made available) by the Continuing Appropriations Act, 2017 (Pub. L. 114-223), or any other Act that extends to fiscal year 2017 funds the same prohibitions as contained in section 743, division E, title VII, of the Consolidated Appropriations Act, 2016 (Pub. L. 114-113) may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance

SOLICITATION NO. N00024-16-R-3263	AMENDMENT NO. 1	PAGE 25 of 40	FINAL
--------------------------------------	--------------------	------------------	-------

with the terms and conditions of the contract as a result of Government action under this clause.

I-6 CLAUSES INCORPORATED BY REFERENCE

52.219-30 NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, WOMEN-OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM (DEC 2015)

52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)

52.222-41 SERVICE CONTRACT LABOR STANDARDS (MAY 2014)

SOLICITATION NO. N00024-16-R-3263	AMENDMENT NO. 1	PAGE 26 of 40	FINAL
--------------------------------------	--------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

J-1 TASK ORDER ATTACHMENTS & EXHIBITS

Attachments:

Attachment No. 1 – Statement of Work (SOW) Revision 1
Attachment No. 2 – Contract Security Classification Specification (DD254)
Attachment No. 3 – Allotment of Funds
Attachment No. 4 – Wage Determination
Attachment No. 5 – Technical Capabilities and Experience Matrix
Attachment No. 6 – Reference Information Sheet (RIS)
Attachment No. 7 – Past Performance Questionnaire (PPQ)
Attachment No. 8 – Cost Proposal Format
Attachment No. 9 – Seaport-e Rating Guide

Exhibit(s):

Exhibit A – Contract Data Requirements List (CDRL), DD Form 1423

SOLICITATION NO. N00024-16-R-3263	AMENDMENT NO. 1	PAGE 27 of 40	FINAL
--------------------------------------	--------------------	------------------	-------

SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

The requirement for Annual Representation and Certifications at 52.204-8 applies at the basic multiple award contract (MAC) level for each Offeror. Offerors are not required to submit representation or certifications in response to this solicitation or its subsequent Task Order award, if any. All requests for representation or certification shall come from the MAC Contracting Officer in accordance with the terms of the basic contract.

The Ordering Officer will consider offeror's size/socioeconomic status as defined within the SeaPort-e portal at the following web address:

<https://auction.seaport.navy.mil/Bid/PPContractListing.aspx>

K-1 CERTIFICATIONS

The contractor's certifications incorporated in its basic contract are invoked and in full force for this task order.

K-2 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (252.204-7008) (DEC 2015)

(a) Definitions. As used in this provision—

“Controlled technical information,” “covered contractor information system,” and “covered defense information” are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause 252.204-7012, Covered Defense Information and Cyber Incident Reporting, shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology (IT) service or system operated on behalf of the Government (see 252.204-7012(b)(1)(ii))—

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations” (see <http://dx.doi.org/10.6028/NIST.SP.800-171>), not later than December 31, 2017.

(2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

(A) Why a particular security requirement is not applicable; or

(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

K-3 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS - REPRESENTATION (252.203-7996) (DEV 2016-O0003) (OCT 2015)

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in section 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds appropriated (or otherwise made available) by this or any other Act may be used for a contract with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement

SOLICITATION NO. N00024-16-R-3263	AMENDMENT NO. 1	PAGE 28 of 40	FINAL
--------------------------------------	--------------------	------------------	-------

representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Stand Form 312, For 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

K-4 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (252.203-7994) (DEVIATION 2017-O0001) (NOV 2016)

(a) In accordance with Continuing Appropriations Act, 2017 (Pub. L. 114-223), or any other Act that extends to fiscal year 2017 funds the same prohibitions as contained in section 743, division E, title VII, of the Consolidated Appropriations Act, 2016 (Pub. L. 114-113), none of the funds appropriated (or otherwise made available) by this or any other Act may be used for a contract with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

SOLICITATION NO. N00024-16-R-3263	AMENDMENT NO. 1	PAGE 29 of 40	FINAL
--------------------------------------	--------------------	------------------	-------

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

(a) Recompensation of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Governments best interest that professional employees as defined in 29 CR 541 be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations used in establishing the total compensation structure.

(b) The compensation level proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

L-1 INSTRUCTIONS TO OFFERORS

(a) Definitions. As used in this provision --

"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of discussions.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Proposals and modifications of proposals shall be uploaded electronically to the Auction Services Site in the SeaPort system under the appropriate solicitation number, in accordance with the Basic Contract Section H clause, H-5 TASK ORDER PROCESS, Paragraph I, Electronic Processes. In the event that the SeaPort system is not operational, experiences technical difficulties, or a contractor is temporarily unable to access or use the system, the Contractor shall immediately notify the Contracting Officer in accordance with H-5, Paragraph I(c)(iv) of the Basic Contract.

(2) The cover letter is **REQUIRED FOR THE OFFEROR AND EACH SUBCONTRACTOR** of the proposal and must provide --

(i) The solicitation number and acknowledge that the prime contractor/subcontractor is transmitting an offer in

SOLICITATION NO. N00024-16-R-3263	AMENDMENT NO. 1	PAGE 30 of 40	FINAL
--------------------------------------	--------------------	------------------	-------

response to the solicitation and shall identify all enclosures being transmitted as part of the proposal;

(ii) The company name, address, point of contact with telephone and facsimile numbers, e-mail address, Contractor And Government Entity (CAGE) code and Data Universal Numbering System (DUNS) number;

(iii) The Defense Contract Management Agency (DCMA) and Defense Contract Audit Agency (DCAA) branch offices that are responsible for auditing the prime contractor/subcontractor (i.e., must be where the company's financial records are kept) and shall provide the name, telephone number, and e-mail address of a DCAA point of contact who is familiar with the company. **Copies of the most current Forward Pricing Rate Agreement (FPRA) or DCAA audit report for the Offeror's direct labor and indirect rates shall be attached if available.**

In order to be awarded a cost reimbursement task order, a prime contractor/subcontractor must have an adequate accounting system. Cover letters shall include the report number and date of the cognizant DCAA office's determination, if applicable, that the prime contractor's/subcontractor's accounting system is adequate for the accumulation, reporting, and billing of costs under a cost reimbursement contract (attach a copy of the report);

(iv) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the offered price;

(v) Names, titles, telephone and facsimile numbers and e-mail addresses of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation; and

(vi) Name, title, telephone and facsimile number, e-mail address and signature of person authorized to sign the proposal.

(vii) Proposal validity for 180 days; and

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modification, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)

(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and -- (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or (3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation shall be the time/date stamp recorded by the Auction Services Site software at time of proposal upload.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. An Offeror or an authorized representative may withdraw proposals in person, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(5) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(6) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(7) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified in

SOLICITATION NO. N00024-16-R-3263	AMENDMENT NO. 1	PAGE 31 of 40	FINAL
--------------------------------------	--------------------	------------------	-------

the solicitation (unless a different period is proposed by the Offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall --

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a task order is awarded to this Offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting task order. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Task Order award.

(1) The Government intends to award one Task Order from this solicitation to the responsible Offeror whose proposal is the most advantageous to the Government under the selection criteria set forth in Section M of the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a Task Order upon initial proposals. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. However, in accordance with clause H-5 of the Basic Contract, TASK ORDER PROCESS, the Government may contact any or all or a limited number of awardees with questions concerning their responses as permitted under FAR Part 16.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the Offeror specifies otherwise in the proposal.

(6) Reserved.

(7) Exchanges with Offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered in evaluating performance or schedule risk.

(10) Task Order award shall be made in accordance with Basic Contract clause H-5 TASK ORDER PROCESS, Paragraph I, subparagraph (d).

L-2 TASK ORDER PROPOSALS

(a) Proposal Format. The technical proposal shall be a separate file from the cost proposal. All pages of the technical proposal SHALL BE COMBINED INTO ONE .PDF FILE CLEARLY IDENTIFYING EACH SECTION. **The cost proposal (from the Prime and Subcontractors) shall be submitted in two (2) parts. Part one (1) - MS Excel format and content, provided in Attachment No. 8 for the prime and subcontractors, with formulas intact, in order to maximize efficiency and minimize the proposal evaluation time. Offerors shall ensure the spreadsheets are fully accessible (not read-only or PDF files). Part two (2) – cost narrative and supporting documentation (FROM THE PRIME AND EACH SUBCONTRACTOR), combined into ONE (1) .PDF FORMAT if the Prime and Subcontractor(s) are not submitting separate cost volumes. If the Subcontractor(s) submits its cost narrative separately from the Prime, it shall submit all required documentation in one (1) .PDF FORMAT. The cost narrative shall discuss, in detail, the offerors basis and methodologies for all of its proposed costs. This shall include the offeror's basis for indirect rates calculation and application of indirect rates with supporting documentation to demonstrate cost reasonableness.**

(b) Electronic Proposals. The electronic proposal shall be prepared so that, if printed, the proposal meets the

SOLICITATION NO. N00024-16-R-3263	AMENDMENT NO. 1	PAGE 32 of 40	FINAL
--------------------------------------	--------------------	------------------	-------

following format requirements: · 8.5 x 11 inch paper · Single-spaced typed lines · Graphics or pictures are not allowed · 1 inch margins · 12-point Times New Roman Font in text (the 12-point font restriction applies to tables within the technical proposal and all required Attachment submittals)· No hyperlinks · Microsoft or Adobe Acrobat format · All non-cost files named with the file extension .doc or .pdf · Technical proposals may include a cover page, table of contents, and acronym list which will not count against any stated page limitations. Illustrations such as tables, flowcharts, organizational charts, process charts or other similar type informational charts may be used. All illustrations, tables, charts, etc., will count against the page limitation. In addition, the Offeror is responsible for ensuring the legibility of all tables, charts, etc. when printed/copied using black and white printers/copiers. The Offeror should assume the Government evaluators will be reviewing all submittals in a black and white format. Supporting Cost Data may contain spreadsheets in Microsoft Excel software, with all files named with the file extension .xls. Offerors are required to round numbers using two decimal places and shall ensure that excel files are legible when printed (i.e. not tiny print). Descriptive file names shall be used for all files (Prime and Subcontractor), for example, ABC_Technical_Proposal, ABC_Attachment_No_1_Cost_Proposal_Format, ABC_Subcontractor_XYZ_Attachment_No_5_Cost_Proposal_Format.

(c) Proposal Content-Offer. The completion and submission to the Government of an offer shall indicate the Offeror's unconditional agreement to the terms and conditions in this solicitation. The offer consists of and must include the following:

(1) **Cover letter shall be provided by the offeror (prime) and all subcontractors.** The letter shall provide the Company Name, Address, Point of Contact with Telephone Number and E-mail address. The letter shall reference the solicitation number and acknowledge that it transmits an offer in response to the solicitation. The letter shall identify all enclosures being transmitted as part of the proposal. The letter shall provide the Contractor and Government Entity (CAGE) code and Data Universal Numbering System (DUNS) number. The letter shall provide the Defense Contract Audit Agency (DCAA) Branch Office for their company, with the name, phone number, and E-mail address of a DCAA Point of Contact who is familiar with their company. **Copies of the most current Forward Pricing Rate Agreement (FPRA) or DCAA audit report for the Offeror's Labor and Indirect Rates shall be attached, if available. Offerors are advised that they must have adequate cost accounting system in order to be awarded a cost reimbursement contract. Cover letters shall include the report number and date of the cognizant DCAA office's determination, if applicable, stating the Offeror's accounting system is adequate for the accumulation, reporting and billing of costs under a cost reimbursement contract (attach a copy of the report).** The letter shall state proposal validity through 180 days after submission of the proposal and shall provide a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation.

(2) Section B, with estimated cost and fixed-fee to be completed by offeror.

(3) Cost Proposal – A cost-plus-fixed-fee task order cost proposal shall be submitted. **Offerors shall ensure that both the prime contractor and all subcontractor cost proposals are submitted in accordance with the format provided in Attachment No. 8 "Cost Proposal Format" spreadsheets using MS Excel format with formulas intact.** CLINs shall be separately priced and then rolled up to a task order total.

The submission requirements below apply to all offerors (prime and subcontractors) regardless of the proposed contract type (CPFF, FFP, T&M). The Offeror and each Subcontractor shall submit its cost proposal according to the following instructions:

(i) Offerors shall propose level of effort by labor category in accordance with the Government estimate provided below. In the event that the offeror's labor category designations do not align with the Government's labor category designations, Offerors may use their own labor category designations and provide a cross reference to the Government's labor categories.

(ii) The total hours proposed for the prime and all subcontractors shall equal, at a minimum, the labor mix provided below. Other labor categories and corresponding hours, if required as direct costs by the offeror's accounting system, may be proposed over and above the estimated labor mix. Actual contract performance, however, may vary from this estimate. Accordingly, the Government cannot guarantee the contractor will perform the estimated hours shown for either the individual labor categories or the total estimated hours.

(iii) Offerors **SHALL** propose hours based on the following:

Labor Category	Base Year Hours	Option Year 1 Hours	Option Year 2 Hours	Option Year 3 Hours	Option Year 4 Hours
	CLIN 7000	CLIN 7100	CLIN 7200	CLIN 7300	CLIN 7400

SOLICITATION NO. N00024-16-R-3263	AMENDMENT NO. 1	PAGE 33 of 40	FINAL
--------------------------------------	--------------------	------------------	-------

Computer Programmer Level I	1,920	1,920	1,920	1,920	1,920
Computer Operator Level III	9,600	9,600	9,600	9,600	9,600
Computer Operator Level IV	7,680	7,680	7,680	7,680	7,680
Computer Operator Level V	1,920	1,920	1,920	1,920	1,920
Security Specialist	22,640	22,640	22,640	22,640	22,640
Personnel Security Specialist	1,920	1,920	1,920	1,920	1,920
Physical Security Specialist	1,920	1,920	1,920	1,920	1,920
Information Security Specialist	5,760	5,760	5,760	5,760	5,760
Communications Security Specialist	3,840	3,840	3,840	3,840	3,840
Total CLIN:	57,200	57,200	57,200	57,200	57,200
Total Hours:	57,200	57,200	57,200	57,200	57,200

PLACE OF PERFORMANCE

For proposal purposes, assume that 100% of the effort will be performed at the Government Site.

(iv) Information provided must be consistent with the offeror's disclosed accounting practices and identify how the direct and indirect rates were derived. The offeror shall identify the basis for the various cost elements for which each rate is applied. Each spreadsheet shall be formatted in Microsoft Excel and contain cells with working formulas intact and calculations.

(v)

(A) **Direct Labor.** The straight time hourly rates shall use a forty-hour week for the conversion of salaried employees to the hourly basis and shall be exclusive of loading factors; e.g. vacation, sick leave, holidays, overhead, G&A, fee (i.e., annual salary is divided by 2,080 hours to equal the unloaded direct labor hour rate). Offerors (including prime and all subcontractors) shall identify on Attachment No. 8, Cost Proposal Format the Current Actual Labor Rates if named individuals are proposed. Offerors shall specifically state whether or not uncompensated overtime is included in their proposal for both prime and all subcontractors. (See provisions L-6 and M-4)

In order to verify the realism of the Offeror's proposed direct labor hours, Offeror's shall submit, as part of their Cost Proposal, documentation substantiating the accuracy of their proposed direct labor rates. Acceptable documentation includes the following:

- Most recent payroll run (for proposing named, current employees and for current employees in the same labor category working on similar projects); This is the preferred method.
- Copies of signed Letters of Intent that indicate agreed upon annual salary (if proposing named, new hires);
- Copies of current or prior fiscal year DCMA Forward Pricing Rate Agreement (FPRA) or Forward Pricing Rate Recommendation (FPRR) (if proposing unnamed, existing labor categories);
- Labor Category Averages. If labor category averages are used, provide a detailed narrative and include the calculation used to establish the category average (for example, a list of the current salaries for all employees working in that labor category, divided by the number of current employees in that labor category).
- Detailed description methodology. The offeror shall submit substantiating documentation in one of the preceding four (4) criteria, however, if proposing rates that do not fall within one of the above criteria, provide detailed, comprehensive description of the methodology used to establish the proposed direct rate. The description shall include, at a minimum, the source of the rate (i.e., where the rate was obtained) and identify how the resulting rate was calculated. Merely stating that a "salary survey" or "market survey" was used is not sufficient. This method is least preferred and shall only be used if no other method exists.

(B) **Indirect Labor.** Historical indirect data, to include provisional rates, actual incurred rates, and annual incurred cost claims (if submitted), shall be provided for the three years prior to the offeror's current fiscal year. This data shall include the Offeror's fringe benefit, overhead (on and off-site as applicable), General and Administrative (G&A),

SOLICITATION NO. N00024-16-R-3263	AMENDMENT NO. 1	PAGE 34 of 40	FINAL
--------------------------------------	--------------------	------------------	-------

and Materials and Subcontracts (M&S) handling rates as applicable to the Offeror's accounting system. If proposed indirect rates significantly differ from recent incurred rates, Offeror's shall include a detailed explanation and supporting cost data (including budget information). This shall include the Offerors basis for indirect rates calculation and application of indirect rates with supporting documentation to demonstrate cost reasonableness.

(C) **Other.** If Facilities Capital Cost of Money (FCCOM) is proposed, the Offeror shall submit a completed DD Form 1861 entitled "Contract Facilities Capital Cost of Money".

(D) **Accounting System.** In order to be awarded a cost reimbursement contract, an Offeror must have an adequate accounting system. **Offerors shall provide a copy of the report from the cognizant DCAA office stating that the Offeror's accounting system is adequate for the accumulation, reporting and billing of costs under a cost reimbursement contract.**

(E) **Identification and Type of Subcontract.** The Offeror (Prime) shall provide a list of all Subcontractors by name and shall specify the type of subcontract (e.g., CPFF, FFP or Time and Material (T&M)). Subcontractors with an adequate accounting system for cost reimbursement type shall be proposed CPFF. Subcontractors that do not have an adequate accounting system should be proposed as fixed price type (preferable) or T&M if the subcontractor requirements will not support fixed price. If a subcontractor proposes a type other than CPFF, the Prime shall include a written justification and the basis on which the Prime finds the subcontractor's price as fair and reasonable.

(F) **Fee.** Fee may be proposed on both prime and subcontracted costs. **Offerors shall ensure the percentage rates proposed for Fixed Fee, Pass-Through Costs, and Direct Labor Escalation are no greater than the CAP percentage rates specified in the Offeror's (Prime) Basic SeaPort Contract. The maximum fee rate shall flow down to all subcontractors/consultants included as part of the Prime Contractor's proposal.**

(G) **Totals.** Sum of all the above cost elements and fee. Offerors (Prime and all Subcontractors) shall provide spreadsheets for each of the following: Base Year, Option 1, Option 2, Option 3, and Option 4 and a spreadsheet for the total for all five (5) years. Offerors **shall** round numbers to two (2) decimal places.

(vi) **Other Direct Costs.** Offerors shall include Other Direct Costs (ODCs) **EXACTLY** as specified below. It is anticipated that ODC costs will consist mainly of travel and incidental material costs. ODCs are cost only (no fee). The amounts indicated below are considered fully burdened inclusive of G&A, less fee. If adders to ODCs such as G&A are included, the amounts shown in the table below shall be equal to the "Total ODCs" line item amounts shown in the Cost Proposal Format (Attachment No. 8) submitted by offerors. Offerors shall back into the amounts shown below if there are any adders to ODCs.

CLIN	AMOUNT
9000	\$25,000.00
9100	\$25,000.00
9200	\$25,000.00
9300	\$25,000.00
9400	\$25,000.00

(vii) **Subcontractor Costs.** Detailed cost information for each subcontractor shall be provided separately in the same format as required for the Prime. **Subcontractor fee is subject to the Fixed Fee CAP for Prime.** For subcontractors that prefer to submit detailed cost information directly (rather than to the Prime), the preferred method is via the Auction Services site (<https://auction.seaport.navy.mil/Bid/>). The "SeaPort Subcontractor's User Guide," available on the Auction Services site, provides guidance for Subcontractor submissions. In the event that a Subcontractor is not registered on the Auction site and is unable to do so by the closing date and time of this solicitation, detailed cost information may be submitted via e-mail to david.roden@navy.mil and cindy.ledesma@navy.mil. **Cost data provided separately by a subcontractor must be received by the time and date specified for receipt of proposals. SUBCONTRACTORS ARE REQUIRED TO PROVIDE THE DCAA BRANCH OFFICE FOR THEIR COMPANY, WITH THE NAME AND PHONE NUMBER OF A DCAA POINT OF CONTACT WHO IS FAMILIAR ITS COMPANY.**

(4) Technical Proposal (14 pages maximum) – Best Value – Trade Off analysis will be used as the source selection methodology on this task order.

- **Factor 1 – Technical Capabilities and Experience (One (1) Technical Capabilities and Experience Matrix (Attachment No. 5); total of four (4) pages maximum):**

Each offeror shall prepare and submit one (1) Technical Capabilities and Experience Matrix (Attachment No. 5) and

SOLICITATION NO. N00024-16-R-3263	AMENDMENT NO. 1	PAGE 35 of 40	FINAL
--------------------------------------	--------------------	------------------	-------

provide a narrative for each reference cited to show its relevance to the specified SOW area. The offeror shall cite at least one (1) reference, but can cite additional ones if desired for the prime offeror or any proposed subcontractor(s). The one (1) required reference cited shall be from the prime offeror. For each reference cited, the offeror shall:

- Describe its capabilities and experience in providing the services required by SOW paragraphs 3.5 Personnel Security Program, 3.6 Information Security Program, 3.8 Physical Security, 3.11 Scientific and Technical Intelligence Liaison Officer, 3.13 Operations Security, and 3.14 Research and Technology Protection (RTP) and Supply Chain Risk Management (SCRM). The offeror shall describe the breadth, depth and relevance of its experience performing those SOW areas since November 2013.
- Identify any significant challenges and risks related to SOW paragraphs 3.5 Personnel Security Program, 3.6 Information Security Program, 3.8 Physical Security, 3.11 Scientific and Technical Intelligence Liaison Officer, 3.13 Operations Security, and 3.14 Research and Technology Protection (RTP) and Supply Chain Risk Management (SCRM). The offeror shall describe its technical approach to overcome those challenges and risks in order to accomplish the work requirements.

These are not subfactors and will not be rated separately.

• **Factor 2 – Management Approach (Total of four (4) pages maximum):**

Each offeror's management approach shall address each of the following areas: staffing plan describing its personnel training and transition plan to support the requirement from day one; subcontractor management (if applicable); process for ensuring product quality, including process improvements and innovative approaches; process to ensure timeliness of deliverables and support products; plan for controlling costs; method for staffing the task to ensure the most effective and economic performance (e.g., average placement times, candidate qualifications process, turnover, and approach to employee retention); organizational structure of staff, lines of communication, and management approach for achieving goals and solving performance issues to meet the requirements of the SOW with minimal cost, schedule, and performance impacts.

• **Factor 3 – Past Performance (Three (3) Reference Information Sheets (Attachment No. 6), two (2) pages per reference maximum; total of six (6) pages maximum) (Excludes CPARS and Past Performance Questionnaire (PPQ) (Attachment No. 7)):**

Each offeror shall complete and submit three (3) Reference Information Sheets (RIS) (Attachment No. 6) in accordance with the instructions contained therein. Part 15 of the RIS requires Offerors to provide a summary description of contract work, not to exceed one (1) page in length, for each cited reference. Relevant work is defined as work of similar nature, scope, magnitude, and difficulty to that required by this task order solicitation. The references provided can be the same as what is cited in the Technical Capabilities and Experience Matrix for Factor 1, but they are not required to be the same.

If CPARS evaluations are available, the offeror shall submit the most recent CPARS evaluation for the references cited in the RIS submitted. If CPARS evaluations are unavailable, the offeror shall ensure that the references cited in Blocks 9a & 9b of the RIS (Attachment No. 6) are current and accurate and forward the PPQ (Attachment No. 7) directly to the Technical Point of Contact (TPOC) listed in Block 9a. The offeror shall request the TPOC return the Past Performance Questionnaire forms prior to the solicitation closing date directly to SSC Pacific Contracts via e-mail to David Roden at david.roden@navy.mil.

L-3 NOTICE OF ORGANIZATIONAL CONFLICT OF INTEREST (DEC 1999) (L-339)

(a) The Offeror's attention is directed to FAR Subpart 9.5 as this solicitation contains clauses in Section H relating to organizational conflict of interest.

(b) If applicable, prospective Offerors are requested to furnish with their proposal, information that may have a bearing on any existing or potential conflict of interest.

L-4 QUESTIONS

Offerors may submit questions requesting clarification of solicitation requirements via the Auction Services Site. It

SOLICITATION NO. N00024-16-R-3263	AMENDMENT NO. 1	PAGE 36 of 40	FINAL
--------------------------------------	--------------------	------------------	-------

is requested that all questions be received no later than fifteen (15) calendar days after solicitation issuance, as time may not permit responses to questions received after this. For proposal purposes, the estimated date of Task Order award is 23 March 2017. The actual date of Task Order award may vary.

L-5 INSTRUCTIONS FOR SUBMISSION OF OFFERS

Proposals must be submitted electronically no later than the date and time specified in Block 9 of the solicitation cover sheet, via the Auction Services Site. Offerors must comply with the detailed instructions for the format and content of the proposal; proposals that do not comply with the detailed instructions for the format and content of the proposal may be considered non-responsive and may render the Offeror ineligible for award.

L-6 UNCOMPENSATED OVERTIME AND PROFESSIONAL EMPLOYEES

Proposals that include hourly rates for exempt employees which are based on more than a 2,080 work-year shall be identified as Uncompensated Overtime as defined in FAR 52.237-10 "Identification of Uncompensated Overtime" and evaluated in accordance with the "Uncompensated Overtime Evaluation" provision in Section M. Offerors are advised that the above plan will be used regardless of the methodology proposed or name given to the compensation plan (i.e., Total Time Accounting, Competitive Time Accounting, Compensated Overtime, or Standard Workweek). If an Offeror decides to include uncompensated effort in their proposal, the following requirements shall be met and reflected in the proposal:

(a) The offeror must have an established cost accounting system, approved by the Administrative Contracting Officer at the Defense Contract Management Agency (DCMA) that records all hours worked, including uncompensated hours, for all employees, and regardless of contract type. Failure to meet this requirement may result in the proposal being removed from consideration for contract award.

(b) Uncompensated hours, for all employees and regardless of contract type, shall be included in the Offeror's base for allocation of indirect costs and meet the requirements of Cost Accounting Standard (CAS) 418 "Allocation of Direct and Indirect Costs."

(c) The proposed shall clearly identify hours of uncompensated effort proposed by labor category.

(d) The proposal shall clearly identify the amount of uncompensated effort that will be performed without supervision and without support personnel and shall assess the productivity of such effort. Additionally, clearly identify the means by which the Offeror controls or schedules uncompensated overtime for its employees as well as where the uncompensated effort will be accomplished.

(e) The proposal shall describe the extent to which employees are required or encouraged to perform uncompensated effort and the impact the use of uncompensated effort has on work effectiveness.

(f) The proposal shall include a copy on the corporate policy addressing the uncompensated effort.

(g) The proposal shall include a separate, complete, cost breakdown, to the same level of detail as the breakdown supporting the cost proposal. The breakdown shall include direct labor rates for all direct labor categories based on the division by 2,080 of exempt employees actual annual salary, to represent a standard (as deemed by Fair Labor Standards Act) 40-hour week or 2,080 hour standard year. In addition, the breakdown shall include overhead rates and other costs based on employees working a standard 40-hour workweek or a 2,080 hour standard year. IT IS THIS COST BREAKDOWN THAT WILL BE USED TO PERFORM THE COST REALISM PORTION OF THE PROPOSAL EVALUATION.

(h) The requirements stated in paragraph (a) through (g) above shall be met for each subcontract which has uncompensated effort included in the proposal.

L-7 SERVICE OF PROTEST

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Contracting Officer

SOLICITATION NO. N00024-16-R-3263	AMENDMENT NO. 1	PAGE 37 of 40	FINAL
--------------------------------------	--------------------	------------------	-------

Attn: Cindy Ledesma, Code 22710
Space and Naval Warfare System Center Pacific
Building A-33, Room 1602
53560 Hull Street
San Diego, CA 92152-5001

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

SOLICITATION NO. N00024-16-R-3263	AMENDMENT NO. 1	PAGE 38 of 40	FINAL
--------------------------------------	--------------------	------------------	-------

SECTION M EVALUATION FACTORS FOR AWARD

M-1 SOURCE SELECTION METHODOLOGY

(a) It is the intention of the Navy to award one task order as a result of this solicitation in accordance with FAR 16.505. The Offeror's attention is directed to Paragraph C, Competitive Ordering Process of Clause H-5 TASK ORDER PROCESS in the Basic SeaPort contract, which provides that the award will be made to that Offeror whose proposal is most advantageous to the Government under the selection criteria set forth in this Section M.

(b) The Government intends to evaluate proposals and award a task order without discussions with Offerors (excluding clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines discussions are necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the minimum number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. This task order will be awarded to the offer determined to provide the "best value" to the Government. Such offer may not necessarily be the proposal offering the lowest cost or receiving the highest technical rating.

(c) **Technical Evaluation Factors.** Offerors will be evaluated on the following factors. Factors 1 through 3 are in descending order of importance. The technical factors, when combined, are significantly more important than cost.

- **Factor 1: Technical Capabilities and Experience** - This factor will be rated in accordance with the SeaPort-E Rating Guide (Attachment No. 9). The Government will evaluate (1) the breadth, depth, and relevance of the technical capabilities and experience and (2) its approach to overcome challenges and risks.

For evaluation purposes, the Government will only consider information provided for this Factor; it will NOT consider information from the Reference Information Sheets provided for Factor 3.

Breadth refers to experience across the full range of SOW key areas. Depth refers to the extent (number/frequency) of experience within a SOW key area. Relevance may include, but is not limited to, similarity of work contemplated under this RFP with respect to complexity, length of performance, number of tasks, scope and value. An offeror's experience is relevant when it has been confronted with the kinds of challenges that it will likely face under the contract contemplated by this RFP.

- **Factor 2: Management Approach** - This factor will be rated in accordance with the SeaPort-E Rating Guide (Attachment No. 9). The Government will evaluate the adequacy of the management approach.
- **Factor 3: Past Performance** - This factor will be rated in accordance with the SeaPort-E Rating Guide (Attachment No. 9). The Government will evaluate the extent to which the proposed past performance information is (1) current and relevant to the efforts described in the SOW and (2) demonstrates quality of services.
 - The first aspect of past performance is to evaluate the extent to which the proposed past performance information is current and relevant to the efforts described in the SOW. For work to be deemed current, the Government will evaluate currently ongoing performance most highly. Performance since November 2013 will be considered current. Performance older than November 2013 will not be considered current. For work to be deemed relevant, the Government will consider the extent to which the services are similar in size, scope, and complexity (dollar value and breadth) to the SOW. The Government will use the four levels of relevancy as described in the SeaPort-E Rating Guide.
 - The second aspect of past performance is quality, which will only be assessed for the references deemed recent and at least somewhat relevant. The Government will evaluate the extent of customer satisfaction with the services previously provided, as documented on CPARS or Past Performance Questionnaires (PPQs) (see Attachment No. 7), to make a judgment as to the likelihood of successful future performance. In accordance with FAR 15.305(a)(2), the Government may consider past performance information submitted by the offeror, as well as from any other sources, when evaluating the offeror's past performance. Pursuant to FAR 15.305(a)(2)(iv), an offeror without a record of relevant past performance, or for whom information on past performance is not available, may not be

SOLICITATION NO. N00024-16-R-3263	AMENDMENT NO. 1	PAGE 39 of 40	FINAL
--------------------------------------	--------------------	------------------	-------

evaluated favorably or unfavorably on past performance. Such offerors will receive a neutral rating.

Any proposal rated as “Unacceptable” under any one of the above factors may be eliminated from award consideration.

(d) The importance of cost/price as an evaluation factor will increase with the degree of equality of the proposals in relation to the remaining evaluation factors. When the Offerors within the competitive range are considered essentially equal in terms of technical capability, or when cost/price is so significantly high as to diminish the value of the technical superiority to the Government, cost/price may become the determining factor for award. In summary, cost/technical trade-offs will be made, and the extent to which one may be sacrificed for the other is governed only by the tests of rationality and consistency with the established evaluation factors.

(e) Cost Evaluation. Cost evaluation will be based on an analysis of the realism and completeness of the cost data. Pertinent cost information will be used to arrive at the Government’s determination of the most probable cost to be incurred in the performance of this task order. Based on such analysis, an evaluated cost for the Offeror will be calculated to reflect the Government’s estimate on the Offeror’s most probable costs. Evaluated cost to the Government which is an Offeror’s evaluated cost and the proposed fee, will be used in making an award determination. Offerors are cautioned that, to the extent proposed costs appear unrealistic, the Government may infer either a lack of understanding of the requirements, increased risk of performance, or lack of credibility on the part of the Offeror.

The purpose of evaluating the total compensation plan setting forth salaries and fringe benefits as required by provision 52.222-46 is to (a) assure that the offer's plan reflects a sound management approach and understanding of the contract requirements; (b) consider the plan's impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation; (c) assure compensation levels proposed reflect a clear understanding of work to be performed and indicates the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives; and (d) assure salary rates or ranges take into account differences in skills, the complexity of various disciplines, and professional job difficulty.

(1) Cost realism analysis will be performed on the cost proposal to:

(A) Compare the proposed rates (direct, indirect, escalation) against DCAA recommended rates, or in the absence thereof, against other Offerors’ or marketplace rates. In the absence of DCAA verified/verifiable direct rates or a comparison of the proposed rates against current payroll data, the Government may use other methods, such as market salary surveys and/or statistical analysis, to determine a range of marketplace rates. In the absence of DCAA verified/verifiable indirect rates, the Government may use statistical analysis to determine a range of marketplace indirect multipliers. If statistical analysis is used, these marketplace ranges will be calculated by applying one standard deviation from the mean of the population of proposed rates for an individual labor category, or the population of indirect multipliers, as applicable. The resulting marketplace ranges will be used in the cost realism determination to the extent the Government determines necessary.

(B) Verify whether the proposed level of effort, labor mix, and ODCs conform to those specified in the Government estimate proposed in Section L of the solicitation.

(C) Offerors proposing direct labor costs over and above the labor mix specified in the Government estimate provided in Section L, Paragraph(c)(3)(iv) are notified that these individual labor costs will be included in the cost evaluation.

(D) Determine the degree to which proposed direct costs are based on named employees. In preparing the cost proposal, offerors (prime and subcontractors) are required to complete a Cost Proposal Format (see Attachment No. 8) to identify the labor categories and proposed individuals as either named current employees, named proposed new hires, or TBD employees in the direct labor category column.

(E) Proposed costs may be adjusted, for purposes of evaluation, based on the results of the cost realism analysis. The resulting realistic cost estimate will be used in the evaluation. Because, in a competitive environment, an Offeror is incentivized to propose the lowest possible price, downward cost realism adjustments will generally not be made. However, when cost realism analysis indicates that a proposed cost is unrealistically low, an upward adjustment may be made, based on the Government’s best estimate of the cost the Offeror will incur for that cost element.

(F) The breadth of the cost realism analysis may be limited to those Offerors whose proposals represent the most likely candidates for award based on information derived from an initial technical review and relative cost considerations.

SOLICITATION NO. N00024-16-R-3263	AMENDMENT NO. 1	PAGE 40 of 40	FINAL
--------------------------------------	--------------------	------------------	-------

(2) Price analysis will be performed as defined in FAR 15.404-1(b). Additionally, proposed fee, direct labor escalation, and pass-through will be evaluated to ascertain whether the rates fall within the contractually specified maximum CAP rates.

(3) Historical Indirect Rate analysis will be performed to ascertain the stability of estimated versus actual indirect rates over time. This analysis will attempt to identify the likelihood or risk of cost growth caused by indirect rate instability. Contractor data supplied in the proposal will be utilized to perform this analysis; however, the Government may utilize other available proposal and invoice information to validate or supplement contractorsupplied data.

(4) Priced options will be considered in making the award decision.

M-2 EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990) (VARIATION)

The Government will evaluate offers for award purposes by adding the total cost and fixed fee for all options to the total cost and fixed fee for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M-3 UNCOMPENSATED OVERTIME EVALUATION (DEC 1999)

(a) The use of uncompensated overtime as defined in FAR 52.237-10 "Identification of Uncompensated Overtime" is discouraged by the Government. Based upon our assessment of the technical services required herein, it is unrealistic to expect long-term employees to continually work in excess of the industry norm of 40 hours per week. Therefore, the use of uncompensated overtime in this acquisition presents a significant risk to the Government.

(b) Offerors are advised that if uncompensated overtime is proposed, the alternate cost breakdown specified in paragraph (g) of Provision L-6 "Uncompensated Overtime and Professional Employees," will be used for cost evaluation purposes. **THUS, NO EVALUATION ADVANTAGE WILL RESULT WHEN UNCOMPENSATED OVERTIME IS PROPOSED.**

M-4 ZONE OF CONSIDERATION

This Task Order is reserved for only those contractors, which have "Southwest Zone" identified in Section B of the Basic SeaPort contract. Proposals from other contractors will not be considered.